

REMARKS/ARGUMENTS

Favorable reconsideration of the present application is respectfully requested.

The specification has been amended to specifically refer to the claim elements alleged by the Examiner to be missing from the written description. No new matter is involved, as the missing elements were clearly illustrated in the figures. Reference numerals have been added to the drawings, as necessary.

Claims 39 and 42-43 have been canceled. The subject matter of Claims 39 and 42 has been introduced into Claim 38. Claims 38, 40 and 41 remain active in the application.

Regarding the objection to the specification, it is noted that the specification now explicitly refers to the opening of the frame, the side frame portions, the front and rear frame portions, the side edges, the upper wall, the lower wall, the terminal free edge, the edge receiving channel and the lower wall edge portion. The adhesive or bond was already explicitly mentioned in the specification at page 8, line 7.

Concerning the objection to the drawings, although the claim elements had already been illustrated in the figures, several of the claim elements were not identified by reference numerals. The drawing have therefore been amended to include reference numerals for the opening 29, the edge receiving channel 36, the side frame portions 30, the front and rear frame portions 32 and 34, respectively. The location of the terminal free edges are self-evident and have not been given reference numerals.

Concerning the rejection under 35 U.S.C. § 112, this rejection is respectfully traversed. As set forth in MPEP § 2173.02:

If the language of the claim is such that a person of ordinary skill in the art could not interpret the metes and bounds of the claim so as to understand how to avoid infringement, a rejection of the claim under 35 U.S.C. 112, second paragraph would be appropriate. See *Morton Int'l, Inc. v. Cardinal Chem. Co.*, 5 F.3d 1464, 1470, 28 USPQ2d 1190, 1195 (Fed. Cir. 1993). However, if the language used by applicant satisfies the statutory requirements of 35 U.S.C. 112, second paragraph, but

the examiner merely wants the applicant to improve the clarity or precision of the language used, the claim must not be rejected under 35 U.S.C. 112, second paragraph.

Applicant respectfully submits that the language of the claim is such that a person of ordinary skill in the art could interpret the metes and bounds of the claim so as to understand how to avoid infringement.

Claims 37-43 stand rejected under 35 U.S.C. § 102 as being anticipated by the U.S. patent to Schultheis et al. With regard to the bond and adhesive limitations of Claims 39, 40, 42 and 43, the Examiner states that a material 3 or 3a-3c “of self-adhesive design can be inserted between the frame and the glass” in Schultheis et al. However, Applicant respectfully submits that the present claims, all of which now recite that the frame and glass piece including a bond therebetween, clearly define over Schultheis et al.

Schultheis et al. is directed to a plastic frame for a glass plate. For example, the glass plate 1 may be held in the plastic frame 2. A shrinkage absorbing element 3a is embedded in the corner regions of the plate 1 in order to minimize the mechanical stresses applied to the glass plate during the shrinkage of the plastic material (column 5, lines 14-22). The shrinkage absorbing element 3 is formed of foam rubber or a ceramic.

As an alternative, it may be advantageous for the plate 2 to be provided with a corresponding ring 3a and/or the elements 3 even prior to the injection moulding process and for it to be introduced into the mould in this form. In this case, self-adhesive silicon profiles are advantageous. They simultaneously provide a certain degree of protection against damage to the shaped article during handling when inserting into the injection mould. (Col. 5, lines 54-61).

The Examiner is evidently relying upon this description of the self-adhesive silicon profiles to teach or suggest the claimed bond between the frame and the glass piece in Schultheis et al. However, it is respectfully submitted that this reliance is misplaced. The above-noted portion of Schultheis et al. does not teach the claimed feature of “said frame and

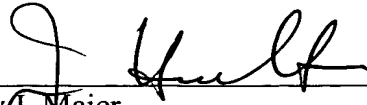
glass piece include a bond therebetween.” Instead, this portion of Schultheis et al. merely teaches that the silicon profile has an adhesive which adheres the silicon profile to the glass sheet -- but *not the glass sheet to the frame*. That is, Schultheis et al. describes that the shrinkage absorbing element 3 could be applied to the sheet 1 prior to injection molding to protect the sheet 1 against damage. For this purpose, “self-adhesive silicon profiles are advantageous” as the shrinkage absorbing element 3 since the adhesive adheres the profile to the glass sheet.

**However, there is no explicit or inherent teaching, or even a suggestion, that the self-adhesive silicon profile should also provide a bond between the frame and the glass sheet 1.** Such a bond is not the inherent result of the adhesion of the shrinkage absorbing element 3 to the glass sheet since the element 3 is not itself bonded to the frame. Moreover, the need to adhere the shrinkage absorbing element 3 to the glass sheet prior to injection molding, in order to protect the glass sheet, would not render it obvious for those skilled in the art to also bond the glass sheet 1 to the frame. The claims therefore clearly define over this reference.

Applicant therefore believes that the present application is in a condition for allowance and respectfully solicits an early Notice of Allowability.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,  
MAIER & NEUSTADT, P.C.



Gregory J. Maier  
Attorney of Record  
Registration No. 25,599

Customer Number

**22850**

Tel: (703) 413-3000  
Fax: (703) 413 -2220  
(OSMMN 08/03)  
RTP:smi

Robert T. Pous  
Attorney of Record  
Registration No. 29,099

James D. Hamilton  
Registration No. 28,421

I:\ATTY\RTP\219945US-AM.DOC